OP \$190.00 246753

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM367277

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: LICENSE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Four Star Distribution		12/11/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Sugi International Limited
Street Address:	Suites 2901-07, Manhattan Place
Internal Address:	23 Wang Tai Road
City:	Kowloon Bay, Kowloon
State/Country:	HONG KONG
Entity Type:	CORPORATION: HONG KONG

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2467531	
Registration Number:	4029549	С
Registration Number:	2772533	C1
Registration Number:	2923647	C1RCA
Registration Number:	3383845	C1RCA
Registration Number:	3870784	C1RCA SELECT
Registration Number:	4026510	PRIMO PROTECT

CORRESPONDENCE DATA

Fax Number: 2123701819

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2126611400

Email: ddonnelly@vonmaltitz.com

Correspondent Name: Diane Donnelly

Address Line 1: von Maltitz, Derenberg, Kunin et al 60 East 42nd Street, Suite 2446
Address Line 4: New York, NEW YORK 10165

ATTORNEY DOCKET NUMBER: 5016

DOMESTIC REPRESENTATIVE

Name: Diane Donnelly
Address Line 1: von Maltitz, Derenberg, Kunin et al
Address Line 2: 60 East 42nd Street, Suite 2446

NAME OF SUBMITTER:
Diane Donnelly

SIGNATURE:
/Diane Donnelly/

12/29/2015

Total Attachments: 22

Address Line 4:

source=FSD to SIL license agreement#page1.tif source=FSD to SIL license agreement#page2.tif source=FSD to SIL license agreement#page3.tif source=FSD to SIL license agreement#page4.tif source=FSD to SIL license agreement#page5.tif source=FSD to SIL license agreement#page6.tif source=FSD to SIL license agreement#page7.tif source=FSD to SIL license agreement#page8.tif source=FSD to SIL license agreement#page9.tif source=FSD to SIL license agreement#page10.tif source=FSD to SIL license agreement#page11.tif source=FSD to SIL license agreement#page12.tif source=FSD to SIL license agreement#page13.tif source=FSD to SIL license agreement#page14.tif source=FSD to SIL license agreement#page15.tif source=FSD to SIL license agreement#page16.tif source=FSD to SIL license agreement#page17.tif source=FSD to SIL license agreement#page18.tif source=FSD to SIL license agreement#page19.tif source=FSD to SIL license agreement#page20.tif source=FSD to SIL license agreement#page21.tif source=FSD to SIL license agreement#page22.tif

New York, NEW YORK 10165

LICENCE AGREEMENT

THIS LICENCE AGREEMENT is dated

11/12

2014

PARTIES

- Four Star Distribution, a California corporation, c/o Borchard & Callahan APC,
 25909 Pala, Suite 300, Mission Viejo, CA 92691, U.S.A. (Licensor).
- (2) Sugi International Limited incorporated and registered in Hong Kong, whose registered office is at Suites 2901-07, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong (Licensee).
- (3) Bohi Energy Inc, a corporation incorporated and registered in Delaware, United States of America, whose registered office is at 15 East North Street, Dover, Delaware 19901 and its mailing address is c/o Bruce H. Sobel, 270 Madison Ave. Suite 1500, New York, NY 10016 ("Bohi Energy").
- (4) Aqua Terra Holding AG, a corporation incorporated and registered in Switzerland, whose registered office is at Spielhof 3, 8750 Glarus, Switzerland ("ATH").

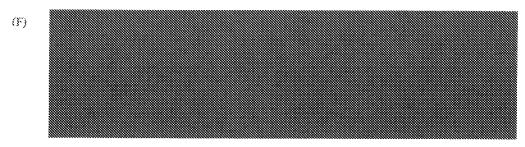
RECITALS

- (A) The Licensor has for many years used the trade marks "CIRCA" and "CIRCA" in the world in relation to clothing, accessories and shoes, and owns such trade mark, including without limitation all the goodwill associated with the trademarks and registrations and pending applications for such trademarks, and has as a result of its use acquired an extensive and valuable reputation associated with such trademarks. Licensee has, with Licensor's permission, registered the CIRCA mark in some countries.
- (B) On 19 February 2013 the Licensor registered a charge in favour of Bohi Energy over certain intangible personal property, tangible personal property, person property and any other property, rights and interests of the Licensor, including the Mark (the "Charge"). For the avoidance of doubt, Bohi Energy and the Licensor are related parties.
- (C) The Licensor has mortgaged certain marks including without limitation "CIRCA" and "CIRCA" to the Licensee under a deed of mortgage of trademark dated 22 February 2013 ("Sugi Mortgage").
- (D) On 20 November 2013 the Licensor and the Licensee entered into a licence agreement whereby the Licensor has granted to the Licensee a sole and exclusive licence to use the Mark and the Intellectual Property in the Territory on the terms of the said agreement.

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(E) As at the date of this Licence Agreement, the Licensor and the Related Companies owe the Licensee an aggregate amount of [US\$12,350,000].



In consideration of the Licensee (i) having incurred and incurring significant costs and expenses in promoting and marketing the Goods in the Territory, (ii) having boosted and boosting the image and goodwill of the Marks and the Goods, the parties hereto have agreed to enter into this License Agreement to incorporate certain new terms as set out below.

AGREED TERMS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Licensor, and subject to the terms, provisions, and conditions set forth herein, the parties agree as follows.

1. INTERPRETATION

1.1 In this Licence Agreement including the Recitals the following expressions shall have the meanings assigned to them except where the context otherwise requires:

"Encumbrance" means any option, right to acquire, mortgage, charge, pledge, lien, counter-claim, adverse claim, assignment, hypothecation, title retention, preferential right, trust arrangement or other form of security or encumbrance or equity and including without limitation any agreement or commitment to give or create any of the above;

"Goods" means any and all clothing, accessories and shoes bearing any Mark and such other products as may from time to time be agreed by the parties to be subject hereto, including but not limited to clothing, accessories and shoes designed and/or manufactured by the Licensee;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

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"Intellectual Property" means any patents, rights to inventions, copyright and related rights, registered designs, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, specification, standards, technical data, drawings, know-how, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may, now or in the future, subsist in any part of the world of the Licensor relating to the Goods;

"Mark" means all trademarks (unregistered or registered) owned or used by the Licensor on or in relation to the Goods at any time and from time to time during the term of this Licence Agreement including but without limitation the trademark "CIRCA" and "CIRCA" and any logo. The list of trademarks currently owned or used by the Licensor on or in relation to the Goods is hereto attached as Schedule 1.

"Related Companies" means Four Star Distribution (Europe) AG, Four Star Distribution (Far East) Limited and Four Star Distribution (Canada) Limited;

"Territory" means the whole world or any part of the world or any country, region or territory in the world;

"Transfer" means, whether voluntarily or involuntarily, to give, sell, issue, assign, pledge, encumber, hypothecate, grant a security interest in or otherwise dispose or convey, whether in one transaction or a series of related transactions;

"US\$" means the United States dollars, the lawful currency of the United States of America;

- 1.2 References to Clauses are references to clauses or sub-clauses of this Licence Agreement.
- 1.3 Headings are for ease of reference only and do not form part of this Licence Agreement.
- 1.4 The Recitals and Schedules form an integral part of this Licence Agreement.
- 1.5 References to the parties hereto include their respective successors in title, permitted assigns and legal personal representatives.

2. Licence

2.1 The Licensor hereby grants to the Licensee a sole and an exclusive licence for the duration of this Licence Agreement to use the Mark and the Intellectual Property in the Territory on and in relation to the Goods, on the terms of this Licence Agreement,

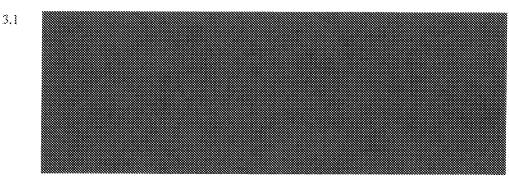
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including without limitation, the right to use all Intellectual Property and the Mark for and in respect of, the design, manufacture, preparation, packaging and production by the Licensee and/or any third party selected by the Licensee and the promotion, marketing, design and sale by the Licensee to any person including without limitation any customers and contacts of the Licensor or Related Companies, in the Territory of the Goods. The Licensee has begun using the Mark, with Licensor's permission, prior to the execution of this License Agreement.

- Upon the execution of this Licence Agreement (and to the extent that the Licensor has not already done so), the Licensor shall disclose to the Licensee all Intellectual Property and any other necessary information in its possession for the Licensee to itself or through third parties design, manufacture, prepare, package, produce, promote, market and sell the Goods. The Licensee shall provide reasonable technical assistance to the Licensee to enable the Licensee or a third party selected by the Licensee to design, manufacture, prepare, package, produce, promote, market and sell the Goods and will if the Licensee so requests and at the Licensee's cost provide the services of any personnel of the Licensor at cost. The Licensee shall reimburse Licensor for all reasonable expenses incurred while providing such technical assistance.
- 2.3 The Licensee shall be entitled from time to time to grant sub-licences (exclusive or non-exclusive) to use the Mark and the Intellectual Property on and in relation to any Goods to any third party including without limitation, the right to use the Mark and the Intellectual Property, for the design, manufacture, preparation, packaging and production and the promotion, marketing, design and sale of the Goods in any part of the Territory. Licensee shall notify the Licensor in advance before entering into any sub-license.

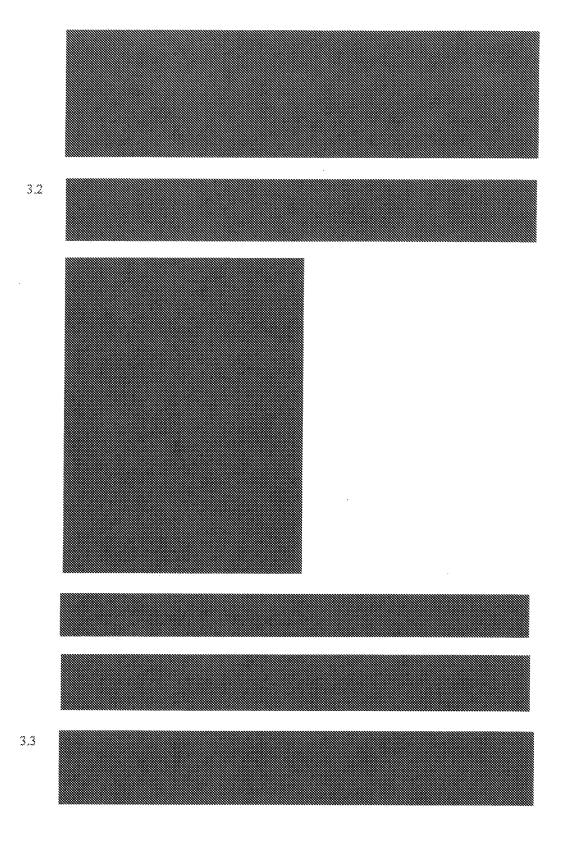


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4. Licence recordat

The Licensor shall sign such documents and give such assistance as the Licensee may reasonably request from time to time for the Licensee or any other person as contemplated under this Licence Agreement to be recorded as registered user or licensee of any relevant trade mark registration or pending application which includes the Mark and to secure the performance by the Licensor of this provision, the Licensor hereby irrevocably appoints the Licensee as its attorney to sign and execute any and all documents to give effect to the obligations of the Licensor under this clause. Further, to secure all obligations of Licensor pursuant to this Licence Agreement, Licensor hereby grants to Licensee a security interest in the Mark and Intellectual Property, and authorizes Licensee to file a Financing Statement with the California Secretary of State documenting such interest.

5. Protection, Maintenance and Marketing

- 5.1 The Licensor shall pay all fees and take all steps necessary to apply for, maintain or renew all registrations of the Mark in the Territory and if upon request of the Licensee, the Licensor fails to apply for, maintain or renew all registrations of such Mark, the Licensee shall be entitled to apply for, maintain or renew all such registrations at the cost of the Licensor and the Licensor hereby irrevocably appoints the Licensee as its attorney to sign and execute any and all documents to give effect to the obligations of the Licensor under this clause.
- 5.2 The Licensec shall devote to marketing purpose in each calendar year during the continuance of this Agreement, commencing from the calendar year 2015, a sum equal to at least 5% of all monies received in full in respect of each sale of Goods made by the Licensee to any third party the preceding calendar year. For the purpose of this Clause "marketing" shall include any activity relating to printing, social media, exhibitions, athlete endorsements, points of presentation and points of sales, and any other marketing activity conducted in support of the promotion of the Mark and the sale of the Goods.

6. Warranties

6.1 The Licensor represents, warrants and undertakes to the Licensee that it, has not and will not granted any distribution, sale or other related rights in respect of the Mark or the Intellectual Property on or in relation to the Goods to any third party and is able to perform all its obligations under this Licensee Agreement. The Licensor represents and warrants that any distribution, sale or other related rights previously granted to third parties have been cancelled and shall have no further force or effect.

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- 6.2 The Licensor warrants that:-
 - 6.2.1 it is the proprietor of the Mark;
 - 6.2.2 it is not aware that any of the Mark or the use of them on or in relation to the Goods in the Territory infringes the rights of any third party;
 - 6.2.3 it has the right to licence the use of the Mark to the Licensee in accordance with this Licence Agreement;
 - 6.2.4 this Licence Agreement has been duly approved by the Licensor as required by law or any agreement and the person signing on behalf of the Licensor has been duly authorised by the Licensor to execute this Licence Agreement and when executed, this Licence Agreement, and the other documents in the agreed form executed or to be executed by the Licensor, shall constitute valid, binding and enforceable obligations against the Licensor; and
 - 6.2.5 after March 27, 2013 it has not create any Encumbrance over, or otherwise dispose of or give any person any rights in or over the Mark.
 - 6.3 Bohi Energy warrants that:-
 - 6.3.1 this Licence Agreement has been duly approved and the person signing on behalf of Bohi Energy has been duly authorised by Bohi Energy to execute this Licence Agreement and when executed, this Licence Agreement shall constitute valid, binding and enforceable obligations against Bohi Energy; and
 - 6.3.2 it has not made any Transfer of its rights in or over the Mark.

7. ATH

ATH will procure that the Licensor and Bohi Energy perform their respective obligations under this Agreement.

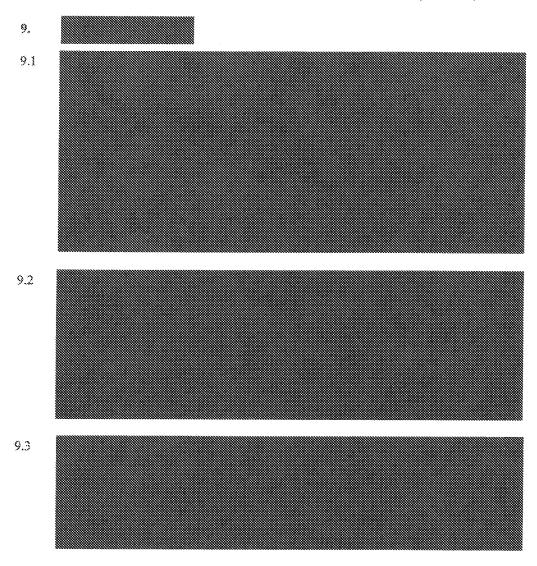
8. Infringement

8.1 The Licensor shall promptly notify the Licensee of any actual, threatened or suspected infringement in the Territory of any Mark which comes to the Licensor's actual notice, and of any claim by any third party that the manufacturing of the Goods in any part of the world, importation of the Goods, or their sale therein, infringes any rights of any other person. The Licensee may require the Licensor and at the expense of the Licensor to do all such things as may be reasonable in relation to any such

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infringement or claim in respect of the Mark including taking or resisting any proceedings. Should the Licensor fail to do all such things as may be reasonable, the Licensee is entitled to do such things including taking or resisting any proceedings at the cost and expenses of the Licensor absolutely.

8.2 The Licensor shall indemnify the Licensee for any cost and expenses (including legal fees on an indemnity basis) in respect of clause 8.1 and any claim against the Licensee which is based on alleged or verified infringements in respect of any Mark.

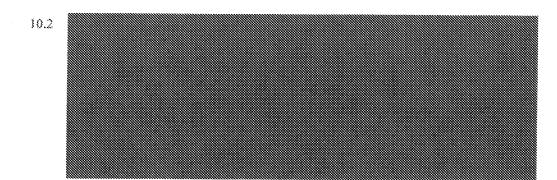


10. Call Option Right

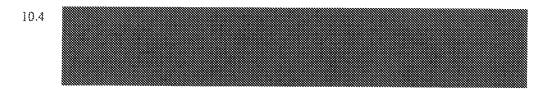
10.1 The parties hereto agree that the Licensee shall have the right, exercisable by written notice at any time between the 1" of January 2017 and the expiry of the term of this Licence Agreement in accordance with Clause 11.1 hereof, to purchase, and the

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10.3 In the event the Licensee elects to exercise its right to purchase the Mark in accordance with this Clause 10, (i) Bohi Energy shall forthwith take all steps that may be required to fully release the Mark from the security created by the Charge and any other right it may have in respect of the Mark; and (ii) the Licensor shall forthwith transfer and assign unconditionally all right, title and interest in and to the Mark to the Licensee free from Encumbrance.



- 10.5 Upon the transfer of the Mark to the Licensee, this Licence Agreement will forthwith terminate and the Licensor shall have no further rights in or to the Mark and the Intellectual Property.
- 10.6 The Licensor and Bohi Energy shall at the request of the Licensee do and execute or procure to be done and executed all such acts, deeds, documents and things as may be required to give full effect to this Clause 10.
- 10.7 The Licensor and Bohi Energy shall not, during the term of this Licence Agreement, Transfer nor create any Encumbrance over, or otherwise dispose of or give any person any rights in or over the Mark without the prior written consent of the Licensee.
- 10.8 Notwithstanding the order, timing, filing, perfection or other facts relating to the Bohi Energy Charge and any priority that the Bohi Energy Charge may currently have, all security interests, charges, liens and encumbrances that Bohi Energy may have with respect to the Mark, Intellectual Property, and Secured Property as defined in the Sugi

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Mortgage, shall be subordinate to the liens, security interests and rights of the Licensee pursuant to this Licence Agreement. During such time as this Licence Agreement remains in effect, Bohi Energy shall not take any action to enforce its liens, Charge, and security interests in the Mark, Intellectual Property and Secured Property. In the event of any bankruptcy filing, receivership or assignment for the benefit of creditors of which Licensor is the subject, any claims or proofs of claim filed by Bohi Energy shall specifically state the subordination of its interest pursuant to this Agreement.

11. Term and termination

- This Licence Agreement shall commence on the date of this Licence Agreement and continue until 31 December 2023 unless terminated in accordance with Clause 10.5, it being understood that the Licensee shall have the right to (i) terminate this License Agreement at any time by giving 180 days written notice, and (ii) renew this Licence Agreement for an additional period of 5 years (i.e. until 31 December 2028) by giving 3 months' prior notice of its intention to exercise this right.
- 11.2 Termination of this Licence Agreement shall be without prejudice to the rights of the parties up to termination.
- Upon termination of this License Agreement for any reason except in accordance with clause 10.5, all licenses and sublicenses of the Mark shall terminate and all rights to the Mark shall revert to Licensor.

12. General

- 12.1 This Licence Agreement contains the entire understanding between the parties hereto and, from the date of this Licence Agreement, supersedes any prior understanding and/or agreements between the parties respecting the subject matter of this agreement, including, but without limitation, the licence agreement entered into on 20 November 2013 mentioned under paragraph D of the Recitals without prejudice to any rights or obligations that may remain outstanding in respect of the said licence agreement.
- 12.2 Any variation to this Licence Agreement shall be binding only if it is recorded in a document signed by all the parties hereto.
- 12.3 The invalidity, illegality or unenforceability of any provision of this Licence Agreement shall not affect the continuation in force of the remainder of this agreement.

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- No failure to exercise or delay in exercising any right or remedy under this Licence Agreement agreement shall constitute a waiver thereof and no waiver by the Licensee of any breach or non-fulfilment by the other parties hereto of any provision of this Agreement shall be deemed to be a waiver of any subsequent or other breach of that or any other provision hereof. No single or partial exercise of any right or remedy under this Licence Agreement shall preclude or restrict the further exercise of any such right or remedy. The rights and remedies of the Licensee provided in this Licence Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 12.5 This License Agreement shall be binding upon each party's permitted successors and assigns.
- 12.6 The Parties acknowledge that they have had the opportunity to review this License Agreement with their advisors. This License Agreement shall not be construed in favour of or against either Party based on which Party's advisor has drafted the License Agreement.

13. Notice

Any notice to be given pursuant to the terms of this Licence Agreement shall be given in writing to the party due to receive such notice at its registered office from time to time or such other address as may have been notified for the purpose to the other parties hereto in accordance with this Clause. Notice shall be delivered personally or sent by first class pre-paid recorded delivery or registered post (air mail if overseas) or by facsimile transmission and shall be deemed to be given in the case of delivery personally on delivery and in the case of posting (in the absence of evidence of earlier receipt) 48 hours after posting (6 days if sent by air mail) and in the case of facsimile transmission on completion of the transmission Provided that the sender shall have received printed confirmation of transmission.

- 14. Governing law and jurisdiction
- 14.1 This Licence Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of Hong Kong.
- 14.2 The parties irrevocably agree that the courts of Hong Kong have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence Agreement.

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SCHEDULE 1 Mark SCHEDULE 2

IN WITNESS WHEREOF the parties hereto have caused this Licence Agreement to be duly executed as a DEED.

Sealed with the common seal of and signed by for and on behalf of the Licensor as a deed	
Sealed with the common seal of and signed by for and on behalf of the Licensee as a deed Chalenan of the Board of Directors Chalenan of the Board of Secretary	3 Ambar Amarian Amaria
Sealed with the common seal of and signed by for and on behalf of Bohi Energy as a deed	}
Sealed with the common seal of and signed by for and on behalf of ATH as a deed	} / Low Lown.

FEDERAL AND FOREIGN TRADEMARK AND COPYRIGHT FOUR STAR DISTRIBUTION STATUS REPORT

Updated: December 6, 2013

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11267	CIRCA	US	25	76/283,896 07/12/01	2,923,647 02/01/05	02/01/15	Registered

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057WEU	CIRCA	European Community	18, 25, 28	5973821 06/06/07	5973821 05/28/08	06/06/17	Registered
057ICN*	CIRCA	China	25	1000719			Appeal filed
0571HR*	CIRCA	Croatia	25	1000719 04/21/09	1000719 04/21/09	04/21/19	Registered
057WPE	CIRCA	Peru	23	424830- 2010/DSD 0K/24/10	00168569	10/11/20	Registered
(57WJP	CIRCA	Japan	25	2007-050325 05/21/07	5189101 12/12/08	12/12/18	Registered
057WJP2	CIRCA	Japan	N.	2008-039508 05/23/08	53 882 30 02/04/11	02/04/2]	Registered
057WNZ	CIRCA	New Zealand	25	768733 05/21/07	768733 12/11/08	05/21/17	Registered
057WNO	CIRCA	Norway	25	200705870 05/21/07			Refused
0571NO*	CIRCA	Norway	Z	04/21/09			Refused
057WPH	CIRCA	Philippines	25	04-2008-007508 06/24/08	4-2008-007508 02/16/09	02/16/19	Registered
05/IRS*	CIRCA	Serbia	33	1000719 04/21/09	1000719 04/21/09	04/21/19	Registered
US7WKR	CIRCA	South Korea	25	4020070027599 05/22/07	40-0766275 10/23/08	10/23/18	Registered

Confidential Attorney-Client Privilege

Marie Marie

Ref. No.	Mark	Country	Class	App. No./	Reg. No./	Kenewal Status	Status
057WCH	CIRCA	Switzerland	23	\$5408/2007 05/21/07	560682 08/09/07	05/21/17	Registered
057WTW	CIRCA	Taiwan	25	96-23745 05/22/07	01399037	03/01/20	Registered
057IUA*	CIRCA	Ukraine	25	1000719	1000719	04/21/19	Registered
0571	CIRCA	SA	25	77/011,056 09/29/06	3,383,845 02/19/08	02/19/18	Registered
%NA1250	CIRCA	Vietnam	25	1000719	1000719	04/21/19	Registered
057WWO	CIRCA	International Registration	25	04/21/09	1000719	04/21/19	Registered
061 WAU	CIRCA	Australia	25	1097161	1097161	02/02/16	Registered
071 WBR	CIRCA	Brazil	25	828667454 08/06/06			Initially refused Appeal filed
VJW E/O	CIRCA	Canada	23	1319615	TMA740129 05/14/09	05/14/24	Registered
071WCL	CIRCA	Chile	25	743981 09/12/06	853401 06/23/09	06/23/19	Registered
143 W CN	CIRCA	China	25	8559801 08/10/10			Appeal successful Registration to issue
UADWAC	CIRCA SELECT	Australia	25	1186809 07/17/07	1186809 01/29/08	07/12/17	Registered
085EN*	CIRCA SELECT	China	25	04/27/09			Under appeal

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^{*-} countries designated through an International Registration